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Attorneys for GILMORE E. ERICKSON
and DRESDEN M. ERICKSON

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE:) CHAPTER 7
)
GILMORE E. ERICKSON AND) RELATED MAIN CASE NO.: 09-52811ASW
DRESDEN M. ERICKSON)
Debtors.) RELATED ADV. CASE NO: 09-05330
_____)
VICTORIA ARREOLA; LYDIA BURCH;) Date: February 22, 2010
YEE-KEONG CHAN; STEVEN R.) Time: 10:00 a.m.
HOFFMAN; DIANA RICE/EXCELLENT) Place: Room 215
EVENTS, LLC; RAMIN SOHEILI,)
TRUSTEE OF THE ALBORZ 2003) The Honorable Arthur S. Weissbrodt
TRUST; STAN SHORE)
)
Plaintiffs.)
vs)
)
GILMORE E. ERICKSON AND)
DRESDEN M. ERICKSON)
)
Defendants.)
_____)

ANSWER

The Defendants, Gilmore E. Erickson and Dresden M. Erickson, by and through their Attorneys,
The Law Offices of David A. Boone, answer the Complaint as follows:

1. Defendants admit the allegations contained in paragraph 1 of the adversary complaint.

2. Defendants admit the allegations contained in paragraph 2 of the adversary complaint.

3. Defendants deny the allegations contained in paragraph 3 of the adversary complaint.

4. Defendants deny the allegations contained in paragraph 4 of the adversary complaint.

5. Defendants deny the allegations contained in paragraph 5 of the adversary complaint.

6. Defendants deny the allegations contained in paragraph 6 of the adversary complaint.

7. Defendants deny the allegations contained in paragraph 7 of the adversary complaint.

8. Defendants deny the allegations contained in paragraph 8 of the adversary complaint.

9. Defendants deny the allegations contained in paragraph 9 of the adversary complaint.

10. Defendants deny the allegations contained in paragraph 10 of the adversary complaint.

11. Defendants deny the allegations contained in paragraph 11 of the adversary complaint.

12. Defendants deny the allegations contained in paragraph 12 of the adversary complaint.

13. Defendants deny the allegations contained in paragraph 13 of the adversary complaint.

14. Defendants deny the allegations contained in paragraph 14 of the adversary complaint.

15. Defendants admit the allegations contained in paragraph 15 of the adversary complaint.

16. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the adversary complaint and on that basis deny said allegations.

17. Defendants reallege the forgoing paragraphs and incorporate them by reference as if fully said forth herein.

18. Defendants deny the allegations contained in paragraph 18 of the adversary complaint.

19. Defendants deny the allegations contained in paragraph 19 of the adversary complaint.

20. Defendants deny the allegations contained in paragraph 20 of the adversary complaint.

21. Defendants deny the allegations contained in paragraph 21 of the adversary complaint.

22. Defendants deny the allegations contained in paragraph 22 of the adversary complaint.

23. Defendants reallege the forgoing paragraphs and incorporate them by reference as if fully set forth herein.

1 24. Defendants deny the allegations contained in paragraph 24 of the adversary complaint.

2 25. Defendants deny the allegations contained in paragraph 25 of the adversary complaint.

3 26. Defendants deny the allegations contained in paragraph 26 of the adversary complaint.

4 27. Defendants deny the allegations contained in paragraph 27 of the adversary complaint.

5 28. Defendants deny the allegations contained in paragraph 28 of the adversary complaint.

6 29. Defendants deny the allegations contained in paragraph 29 of the adversary complaint.

7 30. Defendants deny the allegations contained in paragraph 30 of the adversary complaint.

8 WHEREFORE, Defendants pray that if any debt is owed to Plaintiffs, it be deemed
9 dischargeable.

10 **FIRST AFFIRMATIVE DEFENSE**

11 As a first, separate and affirmative defense, the answering Defendants allege that
12 the Complaint fails to state a claim against the Defendants upon which relief can be granted in
13 that no subsection of 11 U.S.C. §523 (a)(2) is specifically pled and such subsections are mutually
14 exclusive.

15 **SECOND AFFIRMATIVE DEFENSE**

16 As a second, separate and affirmative defense, the answering Defendants allege that
17 the Complaint fails to state a claim against the Defendants upon which relief can be granted in that
18 the circumstances constituting fraud or misrepresentation are not stated with particularity.

19 **THIRD AFFIRMATIVE DEFENSE**

20 As a third, separate and affirmative defense, the answering Defendants allege that
21 Plaintiffs' claims are barred as Plaintiffs failed to exercise reasonable and ordinary care, caution
22 or prudence in order to avoid the damages incurred. The resulting damages, if any, sustained by
23 Plaintiffs were proximately caused and contributed to by the negligence of the Plaintiffs.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 As a fourth, separate and affirmative defense, the answering Defendants allege
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1 that Plaintiffs' claims are barred as Plaintiffs failed to exercise reasonable care and diligence to
2 mitigate Plaintiffs' alleged damages. Defendants allege damages and interest would have been
3 avoided if the Plaintiffs had diligently attempted to mitigate damages, if any, immediately after
4 incurring the same.

5 **FIFTH AFFIRMATIVE DEFENSE**

6 As a fifth, separate and affirmative defense, the answering Defendants allege that
7 Plaintiffs' claims are barred by Plaintiffs' conduct under principles of waiver and estoppel.

8 **SIXTH AFFIRMATIVE DEFENSE**

9 As a sixth, separate and affirmative defense, the answering Defendants allege that
10 the Plaintiffs are barred from recovering on any of their claims as any alleged loss was an
11 assumed risk undertaken by Plaintiffs.

12 **SEVENTH AFFIRMATIVE DEFENSE**

13 As a seventh, separate and affirmative defense, the answering Defendants allege that the
14 Plaintiffs are barred from recovering on any of their claims as any alleged reliance was not
15 reasonable nor justified.

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17 Dated: February 2, 2010

LAW OFFICES OF DAVID A. BOONE

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19 By: /s/ Susan B. Luce
20 Susan B. Luce
21 Attorney for Defendants/Debtors
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